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Attorney for: Plaintiff

FILED
Clerk
District Court

FEB 14 2008

For The Northern Mariana Islands
By _____
(Deputy Clerk)

**IN THE
UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS**

**EMERENCIANA PETER
PALICAN,**

Plaintiff,

vs.

**GOVERNMENT OF THE
COMMONWEALTH OF THE
NORTHERN MARIANA ISLANDS,
and TIMOTHY P. VILLAGOMEZ,
in his official and individual
capacities,**

Defendants.

CIVIL ACTION NO. 07-0022

**DECLARATION OF
JUAN I. TENORIO**

Date : February 28, 2008

Time: 9:00 PM

Judge: A. Munson

Comes now Juan I. Tenorio and declares under penalty of perjury that the following information is true and correct to the best of his knowledge.

1. That I have personal knowledge of the facts set forth below and if called upon to testify would testify accordingly.

2. That I held the position of Personnel Officer during the administration of Governor Juan N. Babauta.

3. That attached to this declaration are four documents marked as Defendant's exhibits 1 through 4.

4. That my signature appears on Exhibits 2, 3, and 4, as Personnel Officer, and I have personal knowledge as to the purpose and use of these documents.

5. Exhibits 2 and 3 are prepared within the Office of Personnel Management (OPM) for the sole purpose of creating a payroll so the employee can be compensated. Without these documents the payroll system will not properly register the employee's existence and thus the employee will not be paid. The documents have nothing to do with the term of appointment. In the case of Ms. Palican, the effective document which sets out her position and term of appointment so far as OPM is concerned is Exhibit 1.

6. Exhibit 4, "Conditions of Employment" is a standard document at OPM that all employees must sign as part of the personnel processing procedure. This document is not intended in any way to supercede or otherwise conflict with or modify a constitutionally or statutorily created position within the government.

7. Exhibit 2 shows that Ms. Ana Teregeyo was the immediate predecessor to Ms. Palican, holding the position of Special Assistant for Women's Affairs. Ms. Teregeyo held that position through all or part of the gubernatorial administrations of at least two governors and into the administration of Governor Babauta. She resigned from that position, I believe to accept a post with the Washington Representative.

And further your declarant sayeth not.

Executed on the 8th day of February, 2008, at Saipan, Commonwealth of the
Northern Mariana Islands.


JUAN I. TENORIO



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

Juan N. Babauta
Governor

Diego T. Benavente
Lieutenant Governor

05 APR 2002

Ms. Emerenciana Peter-Palican
P.O. 1061
Saipan, MP 96950

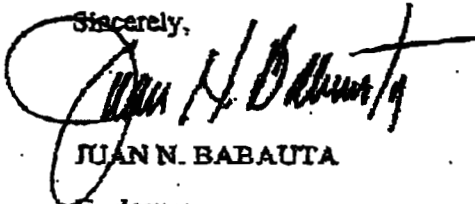
Dear Ms. Palican:

This is to inform you that, pursuant to Article III, Section 22 of our Constitution, I am appointing you to the position of Special Assistant for Women's Affairs. This appointment does not require the advice and consent of the Senate and will take effect April 8, 2002.

As an appointee of the Governor, pursuant to 1 CMC §8511, you are required to immediately file a statement of financial interests with the Public Auditor (form enclosed).

The Lt. Governor and I have confidence in your abilities and look forward to working closely with you.

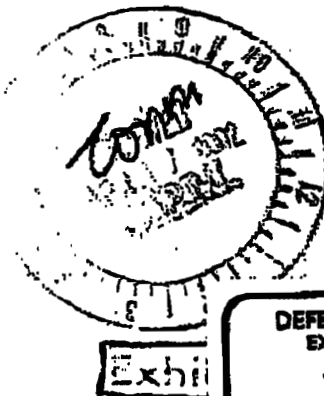
Sincerely,



JUAN N. BABAUTA

Enclosure

CC: All Department and Activity Heads



Caller Box 10007 Saipan, MP 96950 Telephone: (670) 664-2200/2300 Facsimile: (670) 664-2200



OFFICE OF THE GOVERNOR
OFFICE OF THE PERSONNEL MANAGEMENT
P.O. BOX 5153 CHRB, SAIPAN, MP 96950-5153
TEL NOS: (670) 234-6925 / 6958 / 8036
FAX NO: (670) 234-1013

APR 15
2008

REQUEST FOR PERSONNEL ACTION

NO: 1075
DATE: 4/15/08

OPM 01
PART I REQUESTING OFFICE
NAME (CAPS) Last, First, Middle

PALICAN, Emerenciana P.

EMPLOYEE NO. 75477

SOCIAL SECURITY NO. 576-10-9705

BIRTH DATE 01/23/55

PERSONNEL ACTION REQUESTED

Service
Exempt Appointment (NTR: 04/08/06)

AUTHORITY:

1 CMR Sec. 8131
(a)(6) as amended
by PL 13-1

PROPOSED EFFECTIVE DATE

04/08/02

FROM POSITION TITLE:

OCCUPATION CLASS CODE:

DUTY STATION:

DIVISION:

DEPARTMENT:

PLSTEP:

BI-WEEKLY:

PER ANNUM:

DIFFERENTIAL:

FLSA: EXEMPT / COVERED

TO POSITION TITLE: Special Assistant for Womens' Affairs

OCCUPATION CLASS CODE: 9117

DUTY STATION: Saipan

DIVISION: Womens' Affairs Office

DEPARTMENT: Office of the Governor

PLSTEP: Ungraded

BI-WEEKLY: \$1,661.54

PER ANNUM: \$43,200.00

DIFFERENTIAL: NA

FLSA: EXEMPT / COVERED

REQUESTED BY: JUAN N. BABAUTA

TITLE: Governor

DATE

REQUEST APPROVED BY:

JUAN N. BABAUTA

TITLE: Governor

DATE

REMARKS BY REQUESTING OFFICE:

The att. Cond. of Emp. shall govern this inf.
See Appointment Letter from the Governor

CONTACT PERSON:

Keko

TEL NO. 654-2245

FUNDING
ACCT. No.:

1260

APPROVED BY:

Guillermo U. Blanco

Frankie Villanueva

SA-UMH

DATE

SEC. FINANCE

DATE

PERSONNEL OFFICE USE ONLY

POSITION OCCUPIED BY:

☐ CIVIL SERVICE

☒ EXCEPTED SERVICE

VICE: Tenagayo, Ana

☒ RECOMMENDED

☐ NOT RECOMMENDED

REASON:

Francisco J. Ode

05/21/02

CHIEF, CLASSIFICATION & COMPENSATION

DATE

CLEARANCES

INITIALS

DATE

C&G

IC

5/20/02

EDS

EER

IC

5/21/02

☐ APPROVED

☐ DISAPPROVED

REASON:

Exhibit 2

JUAN L. TENORIO

PERSONNEL OFFICER

5/21/02

DATE

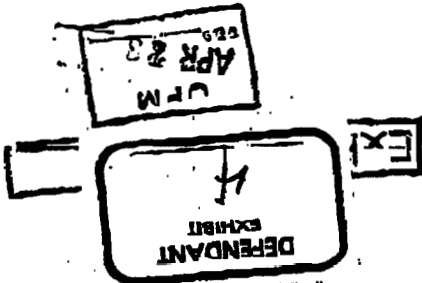
DEFENDANT
EXHIBIT

2

Tel. Nos.: (670) 234-6925
(670) 234-6958
(670) 234-8036
Fax No.: (670) 234-1013

NOTIFICATION OF PERSONNEL ACTION

To-US DISTRICT COURT, N Page 016



(Revised 09/13/01)

~~FLSA COVERED (eligible for overtime and compensatory time)~~
~~FLSA EXEMPT (not eligible for overtime or compensatory time)~~

THIS POSITION IS (check one):

(a) **Overseas:** The Employer's workday and workweek may vary from time to time according to the needs of the Government. Every effort will be made to maintain a reasonable five (5) day, forty (40) hour workweek. As noted below, this position is either covered under Fair Labor Standards Act of 1938 (FLSA) for overtime and compensatory time purposes or is exempt from such coverage. FLSA covered positions are subject to Part IV.B.15 of the Personnel Service System Rules and Regulations (PSSSR).

(A) The Employee shall earn his salary on the basis of a twelve month (12) work year consisting of twenty-six (26) bi-weekly pay periods. In cases of early termination, the gross pay is reduced by the period in which no service is rendered.

COMPENSATION AND WORK SCHEDULE

(B) The Employee shall be examined by medical personnel authorized by the Employer to conduct such examinations for employment purposes, and the results shall be recorded on forms prescribed by the Personnel Officer.

(A) The employer requires that all persons employed by the CNMI be certified as physically capable of performing the duties of the position. They must be free from communicable diseases and any present or potential medical condition which would be detrimental to successful performance of duty or the health of other Employees, or reflect discredit upon the Employer.

PRE-EMPLOYMENT CONDITIONS STANDARDS

The following are conditions pertaining to the employment contract. The employee must read these terms before signing the contract. The signing of the contract will show assent to each and every one of the terms set out below. The employee shall comply with the Excepted Service Regulations.

CONDITIONS OF EMPLOYMENT (Local Hire)

UFE - 54360

UFE - 54360

UFE - 54360

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4002

4:52

The NMI Retirement Fund Act of 1988, and as amended by Public Law 5-41, requires mandatory participation in the Retirement Fund for all government employees.

- #### 4. LEAVE:

- (Revised 09/13/01)

19144 FAX 870 234 1915

OPM - Saigon

200

- (4) Where an offer and acceptance for a new period of employment is agreed upon under a new employment contract, all accrued and unused Annual Leave credits from the prior contract may be paid immediately or carried over, at the election of the Employee.
- (B) Sick Leave: Sick Leave shall accrue to the Employee at the rate of four (4) hours per pay period.
 - (1) The Employee is entitled to use Sick Leave from the time Sick Leave is first earned.
 - (2) Any absence on sick leave where the Employee misses more than three (3) continuous days of work must have the illness verified by a note from a medical doctor in order to claim sick Leave.
 - (3) Upon completion of the present employment contract or termination of employment, which ever occurs first, no payment will be made for accrued and unused Sick Leave credits.
 - (4) Where an offer and acceptance for a new period of employment is agreed upon under a new contract, all accrued and unused Sick Leave credits from the prior contract will be carried over.
 - (5) Sick Leave may be accumulated without limit.
- (C) Leave Without Pay: Leave Without Pay may be taken only after obtaining the written approval of the Employee's immediate supervisor.
- (D) Administrative Leave With Pay: Administrative Leave Pay is granted only in exceptional circumstances such as typhoons and state funerals, by the Governor.
- (E) Holidays: The Employee shall be released from work on all legal holidays, except during emergencies, without loss of pay or charge to leave account.

(Revised 09/13/01).

(Revised 09/12/01)

8. ADDITIONAL TERMS AND CONDITIONS: Upon mutual agreement of the Employer and Employee, and approval by the Personnel Officer, placed in writing and attached to these conditions of employment, further terms may be added to it in the extent that they are not inconsistent with and in no way purport to amend these conditions of employment.

(B) Health & Life Insurance: Group Health and Group Life Insurance Coverage is available for those who wish to apply. The Government will pay part of the cost of this insurance, in accordance with the agreement between the Northern Mariana Islands Government and the insurance carrier.

(A) Workers' Compensation: In the event of on-the-job related injury or illness, the Employee shall be entitled to benefits under the Worker's Compensation Insurance Contract in force for the Northern Mariana Islands Government. The Employee is responsible for reporting any on-the-job work related injury or illness to the Employer's supervisor as soon as possible.

7. INSURANCE

(B) the outside employment is not or does it appear to be, adverse to the interests of the Government.

(A) the Employee receives the prior written approval of the Employer's immediate supervisor, and

6. OUTSIDE EMPLOYMENT: The Employee may provide services to persons other than the Employer only if:

In order to be a valid and binding agreement, this contract (unless it is for renewal) must have attached a detailed job description of the Employee, a complete employment application and other documents such as college transcript.

5. JOB DESCRIPTION:

(F) Advance Leave: Where for good reason, the Employee requires an advance of Annual or Sick Leave, the Personnel Officer may grant leave in advance up to a maximum of one-half (1/2) of the total allowable leave credit for one (1) year from the date the request is approved or for the remainder of the employment contract, whichever is shorter.

20704 10:43 FAX 870 224 1013

OPK - Salvan

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9. **RENEWAL OF THE CONTRACT:**

- (A) This contract is not automatically renewable, nor does it create any option to renew the contract.
- (B) It is wholly within the discretion of the Employer whether an offer to renew the contract should be made to the Employee. The Employer has no obligation to provide the Employee advance notice of termination of employment upon completion of this contract.
- (C) If the Employer decides not to offer a new period of employment and not to execute a new employment contract, that decision cannot be repealed, regardless of the reason, if any, for the decision.

10. **EARLY TERMINATION AND RESIGNATION:**

(A) **Gubernatorial Appointees:**

- (1) Any Employee who is an appointee of the Governor serves at the pleasure of the Governor and may be terminated by the Governor without cause and without prior notice.
- (2) In order to terminate employment by resignation, an Employee who is a gubernatorial appointee must first give sixty days notice. The Governor may waive this requirement of advance notice.

(B) **Other Excepted Service Employees:**

- (1) The Employer may terminate the Employee without cause upon notice sixty days in advance of termination of employment. This may be shortened only by placing a lesser number in the following blank space:

- (2) The Employer may terminate the Employee with cause upon notice seven days in advance of termination of employment.
- (3) When resigning, the Employee must give notice sixty days in advance of termination of employment. This time may be shortened only by placing a lesser number in the following blank space: _____ The Employee's appointing authority may waive this requirement of advance notice at the time of resignation.

(Revised 05/13/01)

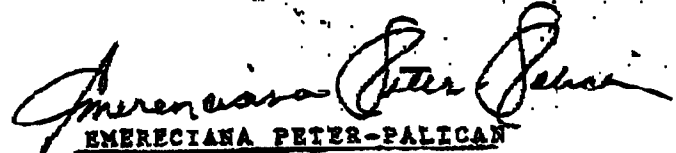
HERZOG 02 04:21 PM WOMEN. SPT. HING
VZ/40/02 18:45 FAX BTQ 234 111
OPM - Salpa

288 0040

6008


I have read the terms and conditions of these Conditions of Employment and understood them.
By my signature I agree to abide by them as part of the terms and conditions of my employment.

Date: 4/25/02


EMERENCIANA PETER-PALICAN
EMPLOYEE

For the Commonwealth of the Northern Mariana Islands:

Date: 5/24/02


JEAN I. TENORIO
Actg. PERSONNEL OFFICER

(Revised 09/13/01)